

**IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF TEXAS  
WACO DIVISION**

**MONOLITHIC POWER SYSTEMS, INC.,  
a Delaware corporation; and  
CHENGDU MONOLITHIC POWER  
SYSTEMS CO., LTD., a Chinese Corporation,**

**Plaintiffs,**

**vs.**

**MERAKI INTEGRATED CIRCUIT  
(SHENZHEN) TECHNOLOGY, LTD.,  
a Chinese corporation; and  
PROMATE ELECTRONIC CO., LTD.,  
a Taiwanese corporation,**

**Defendants.**

**CASE NO. 6:20-cv-00876-ADA**

**JURY TRIAL REQUESTED**

**[PROPOSED] FINAL CONSENT JUDGMENT AND PERMANENT INJUNCTION  
AGAINST DEFENDANT PROMATE ELECTRONIC CO., LTD.**

Plaintiffs Monolithic Power Systems, Inc. and Chengdu Monolithic Power Systems Co., Ltd. (collectively, “MPS” or “Plaintiffs”) and Defendant Promate Electronic Co., Ltd.

(“Promate”) hereby stipulate and consent to entry of final judgment as follows:

WHEREAS, MPS filed this lawsuit against Promate and defendant Meraki Integrated Circuit (Shenzhen) Technology, Ltd. (“Meraki”) on September 25, 2020 asserting infringement of United States Patent Nos. 8,067,973 (“the ’973 Patent”), 8,400,790 (“the ’790 Patent”), and 10,432,104 (“the ’104 Patent”) (together, the “Asserted Patents”) in addition to other claims against Meraki, which is not affiliated with Promate; and

WHEREAS, the products MPS accuses of infringement are synchronous rectifier products manufactured and sold by Meraki, consisting of the MK1808, MK91808, MK1718, MK91718, MK1708, MK1807, MK91807, MK1715, MK1716, MK17350, MK17360,

MK91735, MK91736, MK91738, MK1705A, MK1706, MK1709, and MK1719 product families (together, the “Accused Products”); and

WHEREAS, Promate has not yet filed an answer or otherwise responded to this lawsuit; and

WHEREAS, Promate has represented that it has not sold the Accused Products in the United States, nor sold the Accused Products for importation into the United States, and that it is no longer importing the Accused Products into the United States, and the parties have settled all of their disputes in this Action and have agreed to entry of a Final Consent Judgment and Permanent Injunction as set forth herein;

IT IS HEREBY ORDERED, ADJUDICATED, AND DECREED THAT:

1. This Court has subject matter jurisdiction over this action as well as personal jurisdiction over Promate.
2. Venue is proper in this judicial district.
3. Plaintiffs Monolithic Power Systems, Inc. and Chengdu Monolithic Power Systems Co., Ltd. are the owners of the Asserted Patents.
4. The Asserted Patents are valid and enforceable.
5. Upon inducement by Meraki, Promate’s subsidiary, Promate Shenzhen imported samples into the United States certain models of the Accused Products consisting of model MK1808, MK91808, MK1718, MK1708, and MK17360. Upon Meraki’s request and direction, Promate Shenzhen shipped the samples to a Texas company, Sawblade Ventures, LLC located at 6001 West William Cannon Dr. Suite 203A, Austin, Texas 78749 which is within this judicial district.
6. Promate does not contest the Accused Products infringe at least one claim of each of the Asserted Patents.

7. Promate, and its agents, representatives, parents, subsidiaries, affiliates, and related companies, employees, and those persons in active concert or participation with them who receive actual notice of this Order are hereby permanently enjoined from making, using, selling, offering for sale, or importing into the United States the Accused Products and any merely colorable variations thereof branded by Meraki.

8. MPS's claims against Promate for infringement of the Asserted Patents are dismissed without prejudice to MPS's right to bring a lawsuit at a later date against Promate or any affiliates or related companies, for infringement of the Asserted Patents.

9. For all costs and attorneys' fees for this action, each party will bear its own costs and fees.

10. No other or further relief is granted to any party.

11. The parties affirmatively waive any and all rights to appeal this Final Consent Judgment and Permanent Injunction.

12. No just reason for delay prevents entry of this Final Consent Judgment and Permanent Injunction.

13. The Court retains jurisdiction over this Final Consent Judgment and Permanent Injunction for the purpose of ensuring compliance with the terms hereof.

**IT IS SO ORDERED:**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Honorable Alan D. Albright  
United States District Court Judge

Approved as to form and content:

Dated: December 10, 2020

**PERKINS COIE LLP**

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